



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-9**

October 28, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SANTA MONICA BAY BEACHES BACTERIA
TOTAL MAXIMUM DAILY LOADS FOR
DRY- AND WET-WEATHER-COORDINATED
SHORELINE MONITORING PLAN
SUPERVISORIAL DISTRICTS 2, 3, AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT:**

Approve and instruct the Chairman to sign, on behalf of the County of Los Angeles and the Flood Control District, the enclosed Memorandum of Agreement (MOA) with the City of Los Angeles for the City to conduct weekly shoreline water quality sampling in accordance with the Coordinated Shoreline Monitoring Plan, at an annual cost not to exceed \$135,000 from the Fiscal Year 2004-05 Flood Control District Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We brought to your attention the matter of the Los Angeles Regional Water Quality Control Board (RWQCB) Santa Monica Bay Beaches Bacteria TMDLs for dry and wet

weather in our April 2 and September 15, 2003, memorandums (Enclosures A and B respectively.) The TMDLs were developed and approved by the RWQCB and became effective on July 15, 2003, after approval by the United States Environmental Protection Agency.

On November 12, 2003, the District, County Departments, and other agencies subject to the TMDLs worked jointly to submit a Coordinated Shoreline Monitoring Plan (CSMP) to the RWQCB, thereby fulfilling one of the TMDLs' first requirements. On April 28, 2004, the RWQCB approved the CSMP and directed all agencies subject to the TMDLs to implement the CSMP. Funding for the CSMP is being shared by all agencies subject to the TMDLs.

The CSMP establishes 67 locations along Santa Monica Bay where compliance with the TMDLs' bacteriological water quality limits will be measured through weekly monitoring. The 67 locations consist of sites along the shoreline as well as at the point of contact with storm drain outlets and natural watercourses. Based on tributary land area, the County is required to monitor at 25 of the 67 locations.

To implement the CSMP at the 25 monitoring sites, we recommend using staff from the City of Los Angeles Environmental Monitoring Division. This recommendation is based on the City's experience in shoreline monitoring, availability of resources, technical expertise, economy of scale, and its competitive cost estimate relative to those provided by private consultants and Department of Health Services. The District is one of 16 agencies and municipalities entering into separate cost-sharing agreements with the City to conduct the weekly monitoring.

The MOA will remain in effect until no later than June 30, 2008. We anticipate conducting weekly shoreline water quality monitoring for at least the next 10 years. Therefore, this agreement will be renegotiated or other alternatives pursued prior to its termination. Approval of this MOA and subsequent monitoring will satisfy one of the TMDLs' compliance requirements.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Organization Effectiveness by utilizing a collaborative effort for the County to meet its compliance monitoring requirement under the TMDLs. This action also meets the Strategic Plan Goal of Fiscal Responsibility by allowing Public Works to manage resources in a more cost-effective and responsible manner.

FISCAL IMPACT/FINANCING

Execution of the MOA and the subsequent implementation of the CSMP will result in an estimated annual cost of \$110,000, plus inflation and cost-of-living adjustments. The annual contract cost will not exceed \$135,000 without further Board authorization. Funds are available in the Fiscal Year 2004-05 Flood Control District Budget. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed MOA was executed by the City of Los Angeles on October 4, 2004. It has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the MOA is not an action that is subject to the provisions of the California Environmental Quality Act because it will not have a direct or indirect physical impact on the environment in accordance with Section 15061(b)(3) of the State California Environmental Quality Act Guidelines.

CONTRACTING PROCESS

No contracting of services is required of the District or the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the MOA will have no adverse impact on the current level of services provided by the District or the County.

The Honorable Board of Supervisors
October 28, 2004
Page 4

CONCLUSION

Please return three fully executed originals of the agreement and three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

FW:sw
C:\MyFiles\NPDES\WuF\11.doc\C553

Enc. 3

cc: Chief Administrative Office
County Counsel
Executive Office
Department of Beaches and Harbors
Department of Health Services
Department of Parks and Recreation



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 2, 2003

IN REPLY PLEASE
REFER TO FILE:

WM-9

TO: Each Supervisor

FROM: James A. Noyes
Director of Public Works

SANTA MONICA BAY BEACHES WET-WEATHER BACTERIA TOTAL MAXIMUM DAILY LOAD REGULATION

On March 19, 2003, the State Water Resources Control Board approved the wet-weather bacteria Total Maximum Daily Load (TMDL) for the Santa Monica Bay beaches. This TMDL will cover 27 areas (subwatersheds) that drain into the Santa Monica Bay beaches. These areas are grouped into seven jurisdictional groups for TMDL implementation purposes. Each of the seven jurisdictional groups is assigned a primary jurisdiction and other responsible jurisdictions. The primary jurisdiction is the municipality that overlays the greatest land area within the jurisdictional group. The County is the primary jurisdiction in one of the seven groups and a responsible jurisdiction in five others.

The TMDL requires that the primary jurisdiction and the other responsible jurisdictions in each jurisdictional group submit an implementation plan within 20 months from the TMDL approval date. We anticipate that such a plan will require hiring consultants to perform fieldwork, such as water quality monitoring, hydrological investigation, and evaluation of various Best Management Practices. To facilitate the preparation of the plan, Public Works and the other responsible jurisdictions are preparing a Memorandum of Understanding. The cost of plan preparation will be approximately \$500,000. The cost of implementation over a 15- to 20-year period could range as high as \$400 million per Regional Board estimates.

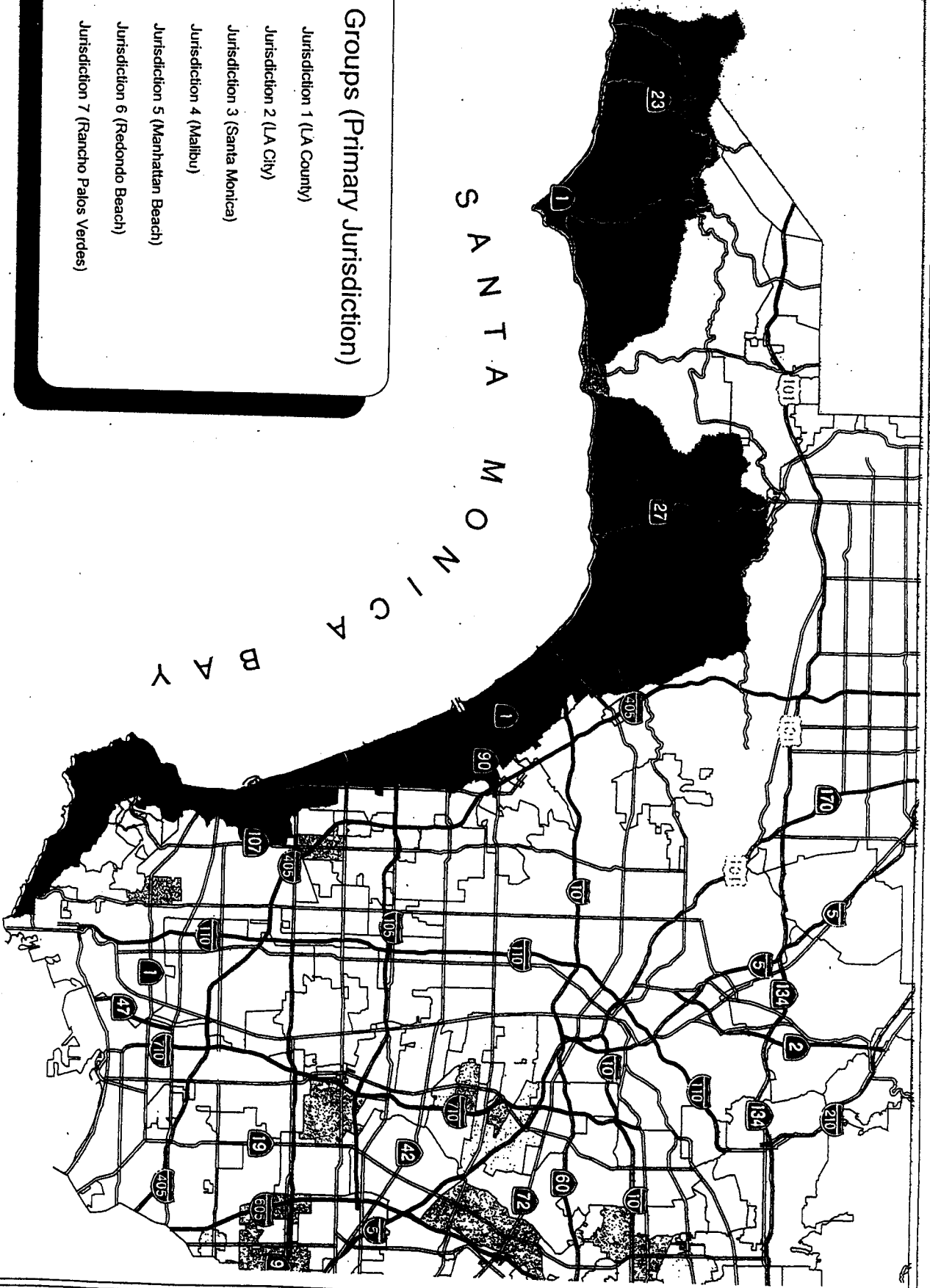
If you have any questions, please call me, or your staff may contact Don Wolfe at (626) 458-4014.

AA/BD:ro

D:\MyFiles\Adam\SANTAMONICABAYBEACHES.doc

cc: Chief Administrative Office
Executive Office

Ventura
County



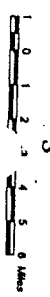
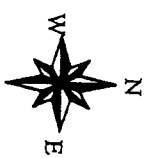
Jurisdiction Groups (Primary Jurisdiction)

- Jurisdiction 1 (LA County)
- Jurisdiction 2 (LA City)
- Jurisdiction 3 (Santa Monica)
- Jurisdiction 4 (Malibu)
- Jurisdiction 5 (Manhattan Beach)
- Jurisdiction 6 (Redondo Beach)
- Jurisdiction 7 (Rancho Palos Verdes)



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Santa Monica Bay Wet Weather Bacteria TMDL Jurisdictional Groups





COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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JAMES A. NOYES, Director

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 15, 2003

IN REPLY PLEASE

REFER TO FILE: WM-9

TO: Each Supervisor

FROM: James A. Noyes *Donald L. Wolfe*
Director of Public Works

SANTA MONICA BAY BEACHES DRY- AND WET-WEATHER BACTERIA TOTAL MAXIMUM DAILY LOAD REGULATIONS

In a memo dated April 2, 2003, I brought to your attention the matter of the wet-weather bacteria Total Maximum Daily Loads (TMDLs) regulation for Santa Monica Bay beaches. A copy of this memo is attached for your reference. In June 2003, the U.S. Environmental Protection Agency approved both the wet- and dry-weather bacteria TMDLs for Santa Monica Bay beaches. The TMDLs became legally effective on July 15, 2003. They will have a significant, long-term impact on the County.

The TMDLs regulations designate the County of Los Angeles as a responsible agency along with others that drain to the Santa Monica Bay. The wet-weather TMDLs divide the 27 coastal subwatersheds draining into Santa Monica Bay into seven "jurisdictional groups" (see attached map), each having a lead agency plus a number of responsible agencies. The County is the lead in Jurisdictional Group 1 and is a participant in each of the other six jurisdictional groups. The County of Los Angeles, based on land area, has been designated the responsible agency with "primary jurisdiction" for Jurisdiction 1 which covers all of the rural watersheds in the north Santa Monica Bay, except for Nicholas Canyon. The other responsible agencies in Jurisdiction 1 are: CalTrans; Ventura County; California State Department of Parks and Recreation; and the Cities of Malibu, Los Angeles, and Calabasas.

While Public Works and the Flood Control District have provided leadership and funds to develop these and other TMDLs, successful implementation will require participation and funding from other County departments, such as Beaches and Harbors, Health Services, Parks and Recreation and, to a lesser degree, other departments that may have facilities within the jurisdictional areas. The major timelines and impacts to us and the 22 cities, CalTrans, three publicly operated treatment works, and other local and State agencies having jurisdiction over the beach are listed below.

The following are key deadlines:

By November 12, 2003:

- Submit a coordinated shoreline monitoring plan to the Los Angeles Regional Water Quality Control Board.

By March 15, 2005:

- Submit draft wet-weather TMDLs implementation plans to the Regional Board describing how each responsible agency will cooperatively, through jurisdictional groups, achieve compliance with these TMDLs.

By July 15, 2006:

- Achieve compliance with dry-weather TMDL requirements during the summer.

By July 15, 2009:

- Achieve compliance with dry-weather TMDL requirements during the winter, except during rainstorms.
- Meet interim compliance requirements for the wet-weather TMDLs. Actual interim and final compliance targets will depend on the implementation approach selected by each jurisdictional group. A jurisdictional group may be allowed up to 18 years to achieve full compliance if it pursues a holistic, watershed management implementation approach. The Regional Board will determine the actual compliance schedule for each jurisdictional group after reviewing the implementation plans.

For the dry-weather TMDLs, compliance will be achieved primarily through the physical diversion of dry-weather storm drain flows to the sanitary sewer system. The capital cost for low-flow diversion structures under County jurisdiction is estimated to be in excess of \$50 million and the operating and maintenance cost is expected to range up to \$100,000 annually. Investigations are ongoing to evaluate the total number of low-flow diversion structures needed in the future to achieve full compliance.

Each Supervisor
September 15, 2003
Page 3

Compliance with the wet-weather TMDLs will present a greater challenge for all agencies. Jurisdictional Group 1 is committed to pursuing a holistic, watershed management solution to the greatest extent practicable. Developing such a solution provides the greatest opportunity for qualifying for the lengthiest implementation period. It also requires a collaborative effort among multiple stakeholders. The cost to prepare the Jurisdictional Group 1 implementation plan is estimated at \$500,000. The full cost of compliance with the wet-weather TMDLs remains unknown at this time although the Regional Board estimates it would cost as much as \$400 million for all jurisdictions.

The cost of the TMDLs' compliance monitoring program for the seven jurisdictional groups is estimated at up to \$250,000 annually. The County's share of costs may be as much as 50 percent.

Costs to comply with these TMDLs are substantial but cost estimates are difficult to predict until implementation strategies are developed and approved by the Regional Board. Public Works is assessing potential funding sources, and we anticipate significant impacts on the County's funds. We will keep you advised on immediate funding needs and long-range implementation cost estimates as they become better quantified.

If you have any questions, please call me, or your staff may contact Don Wolfe, Chief Deputy Director, at (626) 458-4014.

FW:sw

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Attach.

cc: Chief Administrative Office
Executive Office
Department of Beaches and Harbors
Department of Health Services
Department of Parks and Recreation

MEMORANDUM OF AGREEMENT

BETWEEN

**CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, AND THE LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT**

FOR

**SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TMDL'S
SHORELINE WATER QUALITY MONITORING**

MEMORANDUM OF AGREEMENT

MONITORING SERVICES FOR SANTA MONICA BAY DRY AND WET WEATHER BACTERIAL TMDL'S

This Memorandum of Understanding ("MOA") is made and entered into by and among the CITY OF LOS ANGELES ("Los Angeles"), LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("District") and the COUNTY OF LOS ANGELES ("County") collectively referred to herein as the "Parties" or individually as "Party".

WHEREAS, on January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB") adopted Resolution No. 02-004 ("Resolution 02-004"), establishing the limit for the Total Maximum Daily Loads for bacteria during dry weather for Santa Monica Bay Beaches, a true and correct copy of which can be located on the internet at www.swrcb.ca.gov/rwqcb4/html/; and

WHEREAS, on December 12, 2002, the RWQCB adopted Resolution No. 2002-022 ("Resolution 2002-022"), establishing the limit for the Total Maximum Daily Loads for bacteria during wet weather for Santa Monica Bay Beaches, a true and correct copy of which can be located on the internet at www.swrcb.ca.gov/rwqcb4/html/; and

WHEREAS, Resolutions 02-004 and Resolution 2002-022 are jointly referred to herein as "Bacteria TMDLs".

WHEREAS, the Bacteria TMDLs became effective on July 15, 2003 and

WHEREAS, the Bacteria TMDLs are not self-executing and have not been incorporated into the National Pollutant Discharge Elimination System Permit regarding Waste Discharge Requirements For Municipal Stormwater and Urban Runoff Discharges Within the County of Los Angeles, and the Incorporated Cities Therein, Except the City of Long Beach, dated December 13, 2001 ("NPDES Permit") in the manner required for the Bacteria TMDLs to be legally enforceable; and

WHEREAS, the Bacteria TMDLs address documented bacteriological water quality impairments at 44 beaches from the Los Angeles/Ventura County line (to the northwest) to Outer Cabrillo Beach (just south of the Palos Verdes Peninsula); and

WHEREAS, the Bacteria TMDLs provide for a monitoring plan to be submitted to RWQCB for approval; and

WHEREAS, On April 28, 2004, RWQCB approved the Santa Monica Bay Beaches Bacterial TMDLs' Coordinated Shoreline Monitoring Plan ("Monitoring Plan") submitted by the Counties of Los Angeles and Ventura, Los Angeles County Flood Control District, Caltrans, California Department of Parks and Recreation, Cities of Los Angeles, Malibu, Calabasas, Santa Monica,

El Segundo, Rancho Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills, Rolling Hills Estates, Manhattan Beach, Hermosa Beach, Culver City, West Hollywood, Beverly Hills, Agoura Hills, Thousand Oaks, Westlake Village, Simi Valley, Hidden Hills, Inglewood, and Torrance (collectively herein referred to as "Municipalities", or individually as Municipality); and

WHEREAS, the Parties intend to enter into an agreement to cooperatively establish a monitoring program that is consistent with the approved Monitoring Plan and consistent with the provisions of the Bacteria TMDLs while recognizing the fact that the Bacteria TMDLs have not been incorporated into the NPDES Permit; and

WHEREAS, Los Angeles has the expertise and equipment to perform monitoring services consistent with the Monitoring Plan (hereinafter "Monitoring Services"); and

WHEREAS, the County and the District are willing to pay Los Angeles to perform Monitoring Services on their behalf at locations identified in Exhibit A and Los Angeles is willing to provide the Monitoring Services and to be reimbursed in accordance with Article IV and Exhibit B of this MOA; and

NOW, THEREFORE, in consideration of the mutual benefits and of the promises herein contained, the Parties do hereby agree as follows:

MEMORANDUM OF AGREEMENT

ARTICLE I – Purpose of MOA

1. **Purpose of MOA** – The purpose of this MOA is to memorialize the Parties' willingness to coordinate the payment and performance of Monitoring Services that are consistent with the provisions of the Monitoring Plan and the Bacteria TMDLs. The parties recognize and acknowledge that this MOA and the work being accomplished hereunder are being undertaken on a voluntary basis since the Bacteria TMDLs have not been incorporated into the NPDES permit in the manner required by law to be enforceable.
2. **Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan (Monitoring Plan)** – The Bacteria TMDLs provide for a Monitoring Plan to be submitted to the RWQCB for approval by November 12, 2003. The Monitoring Plan identifies all the monitoring locations, the type of monitoring and the frequency of monitoring. RWQCB approved the Monitoring Plan on April 28, 2004, the approved Monitoring Plan can be located on the internet at <http://www.ladpw.org/wmd/NPDES/beachplan.cfm>.

ARTICLE II– Responsibilities of Los Angeles

1. **Monitoring** – Los Angeles will perform Monitoring Services at locations as indicated in Exhibit A on behalf of the County and the District. Performance of Monitoring Services by Los Angeles at locations listed in Exhibit A is expressly conditioned upon all Municipalities listed in Exhibit A entering into monitoring services agreements with Los Angeles for the performance of Monitoring Services. Los Angeles will not be obligated to perform Monitoring Services, and the County and the District will not be obligated to pay Los Angeles for such Monitoring Services until said condition is satisfied. If Los Angeles does not obtain similar agreements with all Municipalities in order to perform Monitoring Services at locations listed in Exhibit A that will be consistent with the timeframes set forth in the Monitoring Plan and the Bacteria TMDLs, County and District may seek to have the Monitoring Services performed by another entity.
2. **Cost per monitoring location** – Los Angeles, in consultation with the Municipalities, will establish each Municipality's share of cost for the Monitoring Services. The cost allocation percentages among Municipalities and the estimated cost for each monitoring location are shown in Exhibit A.
3. **Reports** – Los Angeles will submit monitoring reports to RWQCB each month and forward a copy to the County and the District as described in the Monitoring Plan.

ARTICLE III – Responsibilities of the County and the District

1. **Documentation** – The County and the District agree to provide all readily available information and documentation to Los Angeles that are deemed necessary to perform the Monitoring Services at no cost to Los Angeles.
2. **Grant of Access Rights** – During the term of this MOA, County and District hereby grant Los Angeles the right of access and entry to all storm drains, channels, creeks, beaches, and existing monitoring stations at beaches subject to this MOA (the "Property") to achieve the purposes of this MOA. Los Angeles shall indemnify, defend and hold harmless both the District and the County, their Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

ARTICLE IV – Invoice and Payment

1. **Annual Payment** –County and the District shall reimburse Los Angeles their respective share of cost for Monitoring Services as shown in Exhibit B within forty-five (45) days of receipt of the invoice from Los Angeles. The Annual Payment shall be increased by the Consumer Price Index (CPI) annually The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst Los Angeles and the Municipalities; Los Angeles will adjust the next Annual Payment to reflect the cost of monitoring for the previous year.
2. **Invoice** – Los Angeles will invoice the County and the District for the annual payment in January of each calendar year beginning January 2005 for that fiscal year (July 1 to June 30). The County and the District shall pay the invoices within forty-five (45) days of receipt of the invoice from Los Angeles.
3. **Late Payment Penalty** – Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.
4. Notwithstanding Article IV, Section 1 above and the estimated annual cost of monitoring services shown in Exhibit B, the annual monetary cost for the County and the District associated with this MOA shall not exceed \$135,000 unless first agreed upon by Parties through an amendment to this MOA.

ARTICLE V – Term of MOA

1. This MOA shall become effective upon all Municipalities listed in Exhibit A entering into monitoring services agreements with Los Angeles for the performance of Monitoring Services and shall terminate on June 30, 2007. During the term of this MOA, a Party may demand that the other Parties to negotiate, in good faith, modifications to the MOA. Grounds for negotiation may include, but is not limited to, the following circumstances:
 - A. There is a material change in the regulatory framework for stormwater and urban runoffs;

- B. There is a proposed change, either addition or deletion of monitoring locations, tests and frequency of tests;
 - C. There is a material change in the cost of providing monitoring in the approved locations;
 - D. There is a proposed increase of annual cost for the Monitoring Services in accordance with CPI.
2. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until either the District and/or County requests Los Angeles in writing to cease the Monitoring Services on behalf of the County and the District or a new MOA is executed for employing Los Angeles to perform Monitoring Services on behalf of the County and the District, but not to exceed twelve (12) months. The cost for monthly Monitoring Services shall be one twelfth of the annual cost.

ARTICLE VI – General Provisions

1. **Notices** – Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

City of Los Angeles:

Invoice:

City of Los Angeles
Bureau of Sanitation
433 South Spring Street Suite 400
Los Angeles CA 90013
Attention: Financial Management Division
Fax No.: 213-473-8060

Others:

Hyperion Treatment Plant
Bureau of Sanitation
12000 Vista Del Mar
Harry Pregerson Technical Support Facility
Playa Del Rey CA 90293
Attention: Environment Monitoring Division
Fax No.: (310) 648-5731
E-mail address: mad@san.lacity.org

County of Los Angeles/County of Los Angeles
Flood Control District:

Invoices -

County of Los Angeles
Department of Public Works
Fiscal Division
P.O. Box 7508
900 S. Fremont Av.
Alhambra, CA 91802
Attention: Claudia Pirotton,
Accounts Payable Section

Fax No.: (626) 458-6568
E-mail Address: cpirotton@ladpw.org

Other Correspondences -

County of Los Angeles
Department of Public Works
Watershed Management Division
900 S. Fremont Av.
Alhambra, CA 91802
Attention: Carrie Inciong,
Water Quality Section

Fax No.: (626) 457-1526
E-mail Address: cinciong@ladpw.org

2. **Relationship of the Parties** – The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOA.
3. **Cooperation, Further Acts** – Parties shall cooperate fully with one another to attain the purposes of this MOA.
4. **Amendments** – All amendments to this MOA must be in writing and executed by the Parties in the same manner as this MOA.
5. **Indemnification** – The Parties, shall indemnify, defend, and hold harmless each other Party, including Special Districts, elected and appointed officers, employees and agents, from and against any and all liability, including, but not limited to all losses, claims, fees, costs and expenses (including attorney and expert fees and costs) arising from or connected with a Party's negligence or willful misconduct, and/or relating to this MOA.
6. **Governing Law** This MOA is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
7. **Severability** If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the District and the County by the Chair of said Board and attested by the Clerk the day, month, and year first above written. On behalf of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below.

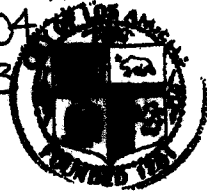
CITY OF LOS ANGELES

Attest:

Adalberto Rodarte
J. Michael Carey 10-4-04

City Clerk

C-107433



By:

Valerie Lynne Shaw
Valerie Lynne Shaw, President
Department of Public Works

10-01-04

Approved as to Form:
Rockard J. Delgadillo
City Attorney

By: Christopher M. Westhoff

Christopher M. Westhoff
Assistant City Attorney

10-01-04

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
The Board of Supervisors

By: _____
Deputy

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By: *Michelle Tins*
Deputy

COST SHARING PERCENTAGES BY AGENCY

Proposed TMDL Station	ICLA Historical Designation	SM Baykeeper ID	Systematic Weekly Monitoring Cost	Estimated Accelerated Monitoring Cost	Estimated Exceedances	County of Los Angeles	Caltrans	Cal. Dept. Rec. & Parks	County of Ventura	City of Malibu	City of Los Angeles	City of Calabasas	City of El Segundo	City of Santa Monica	City of Inglewood	City of Culver City	City of West Hollywood	City of Beverly Hills	City of Agoura Hills	City of Thousand Oaks	City of Westlake Village	
I-02	El Pescador State B	open	\$8,216	\$632	4	72.20	1.24	0.41		25.84		0.31										
I-03	El Pescador State B	open	\$8,216	\$632		72.20	1.24	0.41		25.84		0.31										
I-06	Wal Creek/PCove	S1d130	\$8,216	\$12,640	80	72.20	1.24	0.41		25.84		0.31										
I-08	Escondido Creek	S1d150	\$8,216	\$8,216	52	72.20	1.24	0.41		25.84		0.31										
I-10	Sobieskie Creek	S1d290	\$8,216	\$2,628	18	72.20	1.24	0.41		25.84		0.31										
I-12	Marie Canyon SD	S2D170	\$8,216	\$6,952	44	72.20	1.24	0.41		25.84		0.31										
I-13	Sweetwater Canyon	S3D10	\$8,216	\$6,320	40	72.20	1.24	0.41		25.84		0.31										
I-14	Las Flores Creek	S3D150	\$8,216	\$5,688	36	72.20	1.24	0.41		25.84		0.31										
I-16	Pena Creek	S4d60	\$8,216	\$1,284	8	72.20	1.24	0.41		25.84		0.31										
I-17	Tuna Canyon	S5d175	\$8,216	\$1,898	12	72.20	1.24	0.41		25.84		0.31										
I-18	S027Topanga/moved	None	\$8,216	\$448	6	72.20	1.24	0.41		25.84		0.31										
SMB-0-1		S1d40	\$1,058			72.20	1.24	0.41		25.84		0.31										
SMB-0-2		S2d140	\$1,058			72.20	1.24	0.41		25.84		0.31										
SMB-0-3		S3d280	\$1,058			72.20	1.24	0.41		25.84		0.31										
2-01	Castlerock SD	S5d480	\$8,216	\$8,216	52	2.34	0.86	2.49			86.89		6.04	1.38								
2-02	Santa Ynez SD	S6d30	\$9,216	\$9,216	52	2.34	0.86	2.49			86.89		6.04	1.38								
2-04	S03/Pulga/moved	S6d109/110	\$9,216	\$316	2	2.34	0.86	2.49			86.89		6.04	1.38								
2-07	S04/SM Canyon/moved	S6d230	\$8,216	\$1,898	12	2.34	0.86	2.49			86.89		6.04	1.38								
2-10	S11/Culver SD/moved	S9d10	\$9,216	\$632	4	2.34	0.86	2.49			86.89		6.04	1.38								
2-11	N. Westchester SD	S9d50	\$8,216	\$3,160	20	2.34	0.86	2.49			86.89		6.04	1.38								
2-13	S12/Imperial/moved	S9d70	\$8,216	\$632	4	2.34	0.86	2.49			86.89		6.04	1.38								
SMB-0-4		S6d50	\$1,058			2.34	0.86	2.49			86.89		6.04	1.38								
SMB-0-5		S6d90	\$1,058			2.34	0.86	2.49			86.89		6.04	1.38								
3-03	S05/SM Pier SD/moved	S7d5	\$8,216	\$2,844	18		0.51	1.77			46.92			50.8								
3-04	S06/Pico-Kanter/moved	S7d10	\$8,216	\$1,590	10		0.51	1.77			46.92			50.8								
3-05	S07/Ashland SD/moved	S7d20	\$8,216	\$3,160	20		0.51	1.77			46.92			50.8								
3-06	Rese SD	S7d50	\$8,216	\$6,320	40		0.51	1.77			46.92			50.8								
3-08	S08/Windward/moved	S7d80	\$8,216	\$316	2		0.51	1.77			46.92			50.8								
8-BC-1	S10/Ballona/moved		\$8,216	\$1,284	8	4.76	1.46				81.33			0.32	2.35	3.92	1.46	4.4				
9-MC-2	S01/Malibu Lagoon/moved	S2d 290	\$8,216	\$4,740	30	36.27	0.62	0.1	27.69	0.97		7.71						9.33	11.34	6.38		
	cost for handling each sample is \$ 156																					
	cost for each observation is \$ 20.37																					

ANNUAL MONITORING SERVICES COST FOR EACH AGENCY

Proposed TMDL Station	County of Los Angeles	Caltrans Rec. & Parks	County of Ventura	City of Malibu	City of Los Angeles	City of Calabasas	City of El Segundo	City of Santa Monica	City of Inglewood	City of Culver City	City of West Hollywood	City of Beverly Hills	City of Agoura Hills	City of Thousand Oaks	City of Westlake Village
1-02	6,388.26	109.72	36.28	0.00	2,286.32	0.00	27.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-03	6,388.26	109.72	36.28	0.00	2,286.32	0.00	27.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-06	15,038.03	258.61	85.31	0.00	5,389.19	0.00	64.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-08	11,863.90	203.76	67.37	0.00	4,246.03	0.00	50.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-10	7,757.17	133.23	44.05	0.00	2,776.25	0.00	33.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-12	10,951.30	188.08	62.19	0.00	3,919.41	0.00	47.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-13	10,494.99	180.25	59.60	0.00	3,756.10	0.00	45.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-14	10,038.69	172.41	57.01	0.00	3,592.79	0.00	43.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-16	6,844.56	117.55	38.87	0.00	2,449.63	0.00	29.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-17	7,300.86	125.39	41.46	0.00	2,612.94	0.00	31.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-18	6,616.41	113.63	37.57	0.00	2,367.98	0.00	28.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMB-0-1	764.77	13.13	4.34	0.00	273.71	0.00	3.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMB-0-2	764.77	13.13	4.34	0.00	273.71	0.00	3.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMB-0-3	764.77	13.13	4.34	0.00	273.71	0.00	3.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-01	384.51	141.32	409.16	0.00	14,277.76	0.00	992.49	226.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-02	384.51	141.32	409.16	0.00	14,277.76	0.00	992.49	226.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-04	199.65	73.38	212.45	0.00	7,413.45	0.00	515.33	117.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-07	236.62	86.96	251.79	0.00	8,786.32	0.00	610.76	139.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-10	207.04	76.09	220.32	0.00	7,688.03	0.00	534.42	122.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-11	266.20	97.83	283.26	0.00	9,884.61	0.00	687.11	156.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-13	207.04	76.09	220.32	0.00	7,688.03	0.00	534.42	122.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMB-0-4	24.79	9.11	26.38	0.00	920.37	0.00	63.98	14.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMB-0-5	24.79	9.11	26.38	0.00	920.37	0.00	63.98	14.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3-03	0.00	56.41	195.76	0.00	5,189.35	0.00	0.00	5,618.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3-04	0.00	49.96	173.39	0.00	4,596.28	0.00	0.00	4,976.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3-05	0.00	58.02	201.36	0.00	5,337.62	0.00	0.00	5,779.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3-06	0.00	74.13	237.29	0.00	6,820.29	0.00	0.00	7,384.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3-08	0.00	43.51	151.02	0.00	4,003.21	0.00	0.00	4,334.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8-BC-1	451.25	138.41	0.00	0.00	7,710.08	0.00	0.00	30.34	222.78	371.62	138.41	417.12	0.00	0.00	0.00
9-MC-2	4,699.14	80.33	12.96	3,587.52	125.67	998.91	0.00	0.00	0.00	0.00	0.00	0.00	1,208.79	1,469.21	826.59
TOTAL	109,082.27	2,963.72	3,630.16	3,587.52	36,629.77	105,513.55	1,436.84	4,994.99	29,263.98	222.78	371.62	138.41	417.12	1,208.79	1,469.21